

REMARKS

Claims 1, 3, 7, 10, 12-23, and 26-50 are pending in the present Application after entry of this Amendment. Claims 2, 9, 11, 24, and 25 are cancelled. Claims 1, 3, 4, 10, 20, 21, and 26 are amended. Support for these amendments can be found at least on page 7, line 13– page 8, line 7 and FIG. 2 of the Specification as originally filed. No new matter is added by way of this Amendment.

Claims 1-7, 9-34, 36-42, 44-50 were rejected under 35 U.S.C. 103 (a) as supposedly being unpatentable over Zigmond *et al.*, (US 6,698,020), hereinafter “Zigmond,” in view of Schlack (US 7,185,353). Applicants respectfully traverse the rejections.

Applicants’ amended claim 1 recites in pertinent part:

a scheduler which generates a transmission schedule for the transmission of one or more promotions to an individual network device, wherein the transmission schedule (a) specifies when and how the individual network device is to receive the one or more promotions...; and

wherein the scheduler instructs a bulk manager server to retrieve the promotions from a database and how to send the promotions retrieved to the individual network device.

where the underlined text indicates elements added by way of this amendment.

Applicants’ claimed technique, given a stored promotion, creates a customized transmission schedule that specifies when and how a network device associated with a promotion group is to receive the promotion. *See* Specification, page 7, line 13–page 8, line 7 referring to FIG. 2, enumerated communication 3. Applicants’ claimed technique, given the stored promotion, further forms a transmission request used by a bulk data server to fetch the promotion from a database and to transmit the fetched promotion according to transmission control data specified in the transmission request. *Id.*, enumerated communication 5. As such, Applicants’ claimed technique, in a coordinating manner, specifies or otherwise instructs both a receiver how to receive the promotion and a sender how to transmit the promotion.

Zigmond-Schlack does not teach a scheduler (video programming content provider) instructing a bulk manager server (ad source) how to send one or more promotions to an individual network device (ad insertion device) recited in Applicants’ now amended claim 1. In

stark contrast, Zigmond-Schlack merely describes a video programming content provider agreeing to provide triggered events to an ad insertion device to insert ads from an ad source. *See* Zigmond, column 8, line 55-column 9, line 8. In this way, the video programming content provider cooperates with the ad source to insert ads, but does not instruct the ad source how to deliver the ads to the ad insertion device to be inserted. In fact, Zigmond-Schlack describes several ways for the ad source to transmit ads to the ad insertion device, none of which are instructed by the video content provider. *See* Zigmond: column 16, lines 44-56.

Furthermore, Zigmond-Schlack merely describes the ad insertion device (individual network device) receiving the ad from the ad source (bulk manager server) at a time or by a time the received ad interrupts video programming. In this way, Zigmond-Schlack, at best, implies when to deliver an ad to be inserted. This not the same as “instruct[ing] a bulk manager server...how to send the promotions retrieved to the individual network device,” recited in Applicants’ now amended claim 1. (Emphasis added.) For example, a receiver expecting to receive an ad at a first address cannot receive the ad, if a sender sends the ad addressed to a second address, regardless of when the sender sends the ad.

Accordingly, Applicants respectfully submit that Zigmond and Schlack, either alone or in combination, does not teach each and every element of Applicants’ now amended claim 1 and respectfully request that claim 1 be allowed.

Now amended claim 20 recites similar elements as now amended claim 1, and as such, should be allowed for similar reasons.

Claims 3, 7, 10, 12-19, 33, and 36-42 depend from now amended claim 1; and claims 21-23, 26-32, and 44-50 depend from now amended claim 20. As such, these claims should be allowed for the same reasons as the claims from which they depend.

Claims 35 and 43 were rejected under 35 U.S.C103(a) as being unpatentable over Zigmond *et al.*, (US 6,698,020) in view of Schlack (US 7,185,353) as applied to claim 1 or 20 above, and further in view of Alexander *et al.*, (US 6,177,931), hereinafter, “Alexander.” Applicants respectfully traverse the rejections.

Because the Alexander reference was raised only to reject dependent claims 35 and 43, Applicants respectfully submit that these claims should be allowed for at least the same reasons as now amended claims 1 and 20 as argued above.

CONCLUSION

In view of the above amendments and remarks, it is believed that all claims are in condition for allowance, and it is respectfully requested that the application be passed to issue. If the Examiner feels that a telephone conference would expedite prosecution of this case, the Examiner is invited to call the undersigned.

Respectfully submitted,

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